

Acquisition and cross-servicing agreement.

Signed at Madrid and Patch Barracks (Germany) May 6 and 19, 1999. Entered into force May 19, 1999.



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ACQUISITION AND CROSS-SERVICING AGREEMENT (US-SP-02) BETWEEN THE MINISTRY OF DEFENSE OF THE KINGDOM OF SPAIN AND THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA Effective Date: 19 May 99

TEXT:

PREAMBLE

The Ministry of Defense of the Kingdom of Spain and the Department of Defense of the United States of America (hereinafter referred to as the Parties);

Whereas they state that their cooperation for defense is based on the full respect of the equal sovereignty of each country;

Whereas they wish to strengthen the spirit established in Article one of the 1989 Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America;

NOW, THEREFORE, the Parties mutually agree as follows:

I. PURPOSE

- 1. This technical agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of logistic support, supplies, and services as these terms are defined in Article III of this agreement.
- 2. This technical agreement replaces the Memorandum of Understanding (MOU) Concerning Mutual Logistics Support Between the United States European Command and the Spanish Armed Forces of 5 November 1984. Any transactions, orders, or requests for support executed or partially executed prior to the effective date of this technical agreement under authority of the referenced MOU, will remain binding and will be governed by the provisions of this agreement. Any reference to the MOU will hereafter be deemed as a reference to this agreement.

II. APPLICABILITY



- 1. The application and implementation of this technical agreement is in accordance with the terms set forth in the 1989 Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America, and with full respect of the national law of each country.
- 2. This technical agreement is designed to facilitate worldwide reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts; unforeseen circumstances or exigencies in which the recipient may have need of logistic support, supplies, and services. Application of this agreement during periods of international tension or active hostilities shall be consistent with the 1989 Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America.
- 3. This technical agreement applies to the reciprocal provision of logistic support, supplies and services between the armed forces of the Parties. The Party which provides it shall receive the corresponding compensation according to the terms established in Article V.
- 4. Acquisitions and transfers under this technical agreement are subject to the availability of appropriations and acquisition and transfer limitations established by respective laws and regulations. If nonavailability of funds prevents either Party from performing its obligations, the other Party reserves the right to discontinue its provision of any support that, under the terms of this technical agreement, was to be paid with such funds.
- 5. The parties agree that the following items are not eligible for transfer or acquisition under the technical agreement and are specifically excluded from its coverage:
- a. weapons systems of both Parties;
- b. major end items or equipment (except for the lease or loan of general purpose vehicles and other items of nonlethal military equipment not designated as part of the United States Munitions List or equivalent documents of both Parties);
- c. the spare parts issued with the initial order of major end items.
- 6. Also excluded from transfer under this technical agreement are any items the transfer of which are prohibited by laws or regulations of either Party. Specifically.
- a. guided missiles;
- b. naval mines and torpedoes;



- c. nuclear ammunition and included items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
- d. cartridge and air crew escape propulsion system (AEPS) components;
- e. chaff and chaff dispensers;
- f. guidance kits for bombs or other ammunition;
- g. chemical ammunition (other than riot control agents);
- h. source, byproduct, or special nuclear materials; or any other material, article, data, or thing of value the transfer of which is subject to the Atomic Energy Act of 1954 (Title 42 USC, Section 2012, et seq.)

III. DEFINITIONS

- 1. As used in this technical agreement, the following definitions apply:
- a. United States Munitions List: U.S. Defense articles and defense services which are designated by the U.S. President under the Arms Export Control Act as subject to export and import controls. The U.S. Munitions list is published in Part 121 of Title 22 of the U.S. Code of Federal Regulations.
- b. Logistic support, supplies and services: Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services (including SATCOM), medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and airport and seaport services. Such terms also include the temporary use of general purpose vehicles and other items of military equipment not designated as part of the United States Munitions List.
- c. Implementing Arrangement: Written supplementary agreement related to the specific acquisition and/or transfer of logistic support, supplies and services, which sets forth additional details, terms and conditions which further define and carry out this technical agreement.
- d. Order: A written request, in the format prescribed at Appendix K of Annex A, for the provision of specific logistic support, supplies and services pursuant to this technical agreement.



- e. Invoice: A document from the supplying Party which requests reimbursement or payment for specific logistic support, supplies and services rendered pursuant to this technical agreement.
- f. Transfer: Selling (whether for payment in currency, replacement in kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing logistic support, supplies, and services under the terms of this technical agreement.

IV. TERMS AND CONDITIONS

- 1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this technical agreement for logistic support, supplies and services. Transfer of logistic support, supplies and services between the Parties shall be accomplished by orders issued and accepted under this technical agreement.
- 2. As a general rule, the implementing arrangement provided in Annex A is to be used to place a request for logistics support.
- 3. Nevertheless, other specific implementing arrangements may be concluded in accordance with paras. 3a, 3b, and 3c.
- a. On behalf of the Ministry of Defense of the Kingdom of Spain, implementing arrangements, in addition to Annex A of this ACSA can be negotiated by the Defense Staff (EMAD) or by the Department which the Chief of the Defense Staff (JEMAD) may designate.
- b. On behalf of the Department of Defense of the United States, implementing arrangements, in addition to Annex A of this ACSA can be negotiated, by Headquarters, U.S. European Command (HQ USEUCOM) or designated Service Component Commands for operations conducted within the USEUCOM area of responsibility (AOR) with USEUCOM units.

For operations conducted outside USEUCOM AOR, Implementing Arrangements may be negotiated on the part of the United States by authorized U.S. Headquarters. In such cases, the respective USEUCOM Service Component Commands will advise and coordinate in the processing of the logistics support, supplies and service requirements, in coordination with HQ USEUCOM.

c. Implementing Arrangements, if used, must identify points of contact (POCs) and specific authorizations or limitations.



- 4. Any order issued under this Agreement, its Implementing Arrangement or any other Implementing Arrangement that may be derived from it, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex B.
- 5. The parties shall endeavor to adopt a standard Order form (STANAG 3381). Any Implementing Arrangement shall identify those personnel authorized to issue and accept Orders under this technical agreement. The Parties shall notify each other of specific authorizations or limitations on those personnel able to issue or accept Orders directly under this Agreement or under an Implementing Arrangement when the Implementing Arrangement does not state this information. On behalf of the Ministry of Defense of the Kingdom of Spain, these notifications shall go directly to the Staff of the respective Service. A copy should be also sent to the Defense Staff (EMAD). In the case of the Department of Defense of the United States, these notifications shall go directly to the Component Command concerned.
- 6. Logistic support, supplies, and services obtained through this technical agreement will not be retransferred, either temporarily or permanently, to any third party without the prior written consent of the supplying Party.

V. REIMBURSEMENT

- 1. For any logistic support, supplies and services transactions, the Parties shall negotiate for payment either in cash (a "reimbursable transaction") or in equal value to be defined in monetary terms only (an "exchange transaction"). The receiving Party shall pay the supplying Party under the conditions set out in either paragraph 1a or paragraph 1b of this Article.
- a. Reimbursable transactions. The supplying Party shall submit invoices to the receiving Party after delivery or performance of the logistic support, supplies and services. Bills prepared by the supplying party shall be accompanied by necessary support documentation and paid within 60 days from the date received. In all cases; however, the Parties shall settle all outstanding balances within one year. In pricing a reimbursable transaction, the Parties agree to the following reciprocal pricing principles.
- (1) In the case of specific acquisition by the supplying Party from its contractors for a receiving Party, the price shall be no less favorable than the price charged the armed forces by the contractor of the supplying Party for identical items or services, less any amount excluded by this agreement. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.



- (2) In the case of transfer from the supplying Party's own resources, the supplying Party shall charge the same price it charges its own forces for identical logistic support, supplies and services, as of the date the order is accepted, less any amounts excluded by this agreement. In any case where a price has not been established, the parties shall agree on a price in advance, excluding charges that are precluded under these reciprocal pricing principles.
- b. Exchange transactions. Both Parties shall maintain records of all transactions. The receiving Party shall pay by transferring to the supplying Party logistic support, supplies and services that are agreed between the Parties to be of equal monetary value to the logistic support, supplies and services delivered or performed by the supplying Party. If the receiving party does not complete the exchange within the terms of a replacement schedule agreed to or in effect at the time of the original transaction, within time frames which may not exceed one (1) year from the date of the original transaction, the transaction shall be deemed reimbursable and governed by paragraph 1a above, except that the price shall be established using actual or estimated prices in effect on the date payment would otherwise have been due.
- c. Means of Payment. As to what has been stated in paragraphs a. and b. above the following means shall be acceptable:
- (1) Payment in Cash (PIC).
- (2) Replacement in Kind (RIK). When RIK is used as the method of payment, the ordering party will replace or return supplies in the same condition and conforming to the same configuration as the supplies provided by the supplying Party, or if so agreed, the latest configuration within one year of receipt. The ordering Party is responsible for arranging return transportation and delivery to the location designated by the supplying Party. If the ordering Party does not replace or return supplies within one year, the supplying Party will convert the RIK transaction to PIC.
- (3) Equal-value-exchange (EVE). To the extent possible, when EVE is the desired method of payment, prior to the provision of the requested support both parties will agree on the goods and services that will be accepted for payment. The monetary value for EVE shall be determined by the supplying Party, and in general, will be based on costs that would have been incurred if the goods or services were purchased by the supplying Party. This method converts to PIC if not completed within one year.
- 2. Exceptionally, when a definitive price for the Order is not agreed upon in advance, the order, pending agreement on final price, shall set forth a maximum limitation of liability for the Party ordering the logistic support, supplies and services. The Parties shall then promptly enter into negotiation to establish the final price.



- 3. The Invoice shall contain identification of the applicable Implementing Arrangement or in the absence thereof, refer to this Agreement and shall be in the format set forth by STANAG 3381. The Invoice shall be accompanied by evidence of receipt by the Party receiving the logistic support, supplies and services.
- 4. The Parties agree to grant each other access to documentation and information sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or other costs that should have been excluded. Points of contact will be identified on each Implementing Arrangement to validate expenses or research charges on an asrequired basis.
- 5. No provision in this Agreement shall serve as a basis for an increased charge for logistics support, supplies and services, if such logistics support, supplies and services would be available without charge or for a lesser charge under the terms of another agreement of a higher level and always maintaining the principle of reciprocity.

VI. WAIVED OR EXCLUDED COSTS

1. The provisions of any tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving Party shall apply to logistic support, supplies and services transferred under this technical agreement. The Parties shall cooperate to provide proper documentation to maximize tax relief. In the case where taxes or customs duties for which a receiving Party would ordinarily have an exemption have already been paid by the supplying Party and cannot be recovered, the supplying Party shall advise the receiving Party prior to agreement to the transaction. In such a case the receiving Party may, if practicable, replace the supplies as an exchange transaction in lieu of reimbursement for the supplies. If exchange is not practicable, the price paid by the receiving Party shall include only those taxes or customs duties not recoverable by the supplying Party.

VII. INTERPRETATION AND REVISION

1. The Parties hereto agree to resolve between themselves, by means of consultation, the differences which may arise out of the interpretation or application of this technical agreement or the implementing arrangements, without recourse to any international court or third party for such resolution. If necessary, differences may be referred to the Spanish - United States Permanent Committee in accordance with Article VII of the 1989 Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America.



- 2. Either Party may, at any time, request revision of this technical agreement by giving the other Party 90 days advance written notice. In the event such a request is made, the two Parties shall promptly enter into negotiations. This technical agreement may only be amended by written agreement between the Parties, except that Annexes to the agreement may be modified or replaced without need of formal amendment to this technical agreement.
- 3. Classified information and material provided or generated pursuant to this technical agreement shall be protected in compliance with the General Security of Military Information Agreement, done in Washington, D.C., 12 March 1984.

VIII. EFFECTIVE DATE AND TERMINATION

1. This Agreement which consists of a Preamble, Articles I - VIII, and Annexes A and B, shall become effective on the date of the last signature affixed below and shall remain in force for a period of ten years unless terminated by the Parties, provided that it may be terminated by either Party giving not less than 180 days written notice to the other Party. At any time during the final year of the ten-year term of this Agreement, the Parties may agree to extend its term for an additional ten years. This extension shall be executed by an exchange of letters signed on behalf of the parties or authorities designated by them. It is drawn up in two versions, one in the Spanish language and one in the English language, both of which are equally authentic.

Annex A - Implementing Arrangement (EC-SP-01)
Annex B - Minimum Essential Data Elements

Annex B - Willimum Essential Data Elements

The undersigned, official Spanish-English translator of the U.S. Government since 27 April 1987, and employed as translator by ODC Spain, certifies that this document conforms with and is a faithful and complete translation of the original language document.

(Date) 29 April 1999

Jennifer Diaz Rosado

GS-11 ODC Spain

TRANSLATOR

SIGNATORIES:

FOR THE MINISTRY OF DEFENSE OF SPAIN



RAFAEL LORENZO MONTERO Vice Admiral, Spanish Navy Chief Spanish Joint Staff

at: Madrid

on: 6 Mayo 1999 DAY/MONTH/YEAR

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA LARRY J. LUST

Major General, USA Director of Logistics and Security Assistance

at: Patch Barracks, Germany

on: 19 May 1999 DAY/MONTH/YEAR

APPENDICES:

ACQUISITION AND CROSS-SERVICING AGREEMENT (ACSA) (US-SP-02)

ANNEX A: IMPLEMENTING ARRANGEMENT (IA) (EC-SP-01)

PREAMBLE

This Implementing Arrangement is in accordance with the content of paragraph III.1.c. of the ACSA (US-SP-02) dated 19 May 99 its aim being to establish the details, terms and conditions in order to provide specific acquisitions and transfers of logistics support, supplies and services between the Parties.

ARTICLE I

TERMS, CONDITIONS, AND DEFINITIONS

1. The Parties understand that under this implementing arrangement, the Spanish Ministry of Defense agrees to transfer logistics support, supplies, and services to the United States Armed Forces in return for the reciprocal provision of logistic support, supplies, and services by the United States Department of Defense to the Military Forces of Spain.



- 2. As stated in the ACSA, Article IV, paragraph 6, the Parties agree not to retransfer logistic support, supplies, and services obtained through this implementing arrangement to any third party without the prior written consent of the supplying Party.
- 3. The Parties will use their best endeavors, consistent with their national priorities, to satisfy the requests of the other Party for logistic support, supplies, and services not only in peacetime, but also in periods of crisis, contingency operations or war, as stated in the ACSA. Article II (APPLICABILITY), paragraph 2.
- 4. The Parties agree to use reciprocal pricing principles as explained in Article III of this implementing arrangement.
- 5. The term "logistic support, supplies, and services" means as stated in the ACSA, Article III (DEFINITIONS), paragraph 1b.
- 6. The term "transfer" means selling, leasing, loaning, or otherwise temporarily providing logistic support, supplies and services under the terms of a cross-servicing agreement, with the appropriated reimbursement.

ARTICLE II

ORDERING RESPONSIBILITIES

- 1. The authorized Spanish agencies may request logistic support, supplies, and services directly from HQ USEUCOM, or USEUCOM Service components. HQ USEUCOM and its Service components may request support directly from authorized Spanish services. When the requested logistic support, supplies, and services can not be directly provided from the requested Service component, the Service component should offer advise and coordinate the requested support process from an alternate source of supply. The authorized Parties, organizations and Points of Contact (POCs) are contained in the Appendixes to this implementing arrangement.
- 2. The Implementing Arrangement Number is EC-SP-01 and will appear on all orders placed by the Parties as result of this implementing arrangement. It will also appear in the subject of all correspondence between the parties regarding this implementing arrangement.
- 3. The ordering Party will initially contact the supplying service/organization by telephone, message or fax to determine availability, price, and desired method of repayment for required material or services prior to placing an order under this implementing arrangement. The supplying Party will inform the ordering Party of availability, price, desired method of repayment, location, and other appropriate data by



message or fax. The means of payment (PIC, RIK and EVE) are stated in the ACSA, Article V, paragraph 1.c.

- 4. A reasonable attempt would be made by both parties to obtain the logistics support through normal channels prior to use of this implementing arrangement; e.g., local purchases, foreign military sales channels, Party's local supply system, etc.
- 5. The Standard Order/Receipt Form (STANAG 3381, Annex B) at Appendix K of this IA will be used to place orders, accept orders, and collect payments for logistics support, supplies, and services provided under this implementing arrangement. The ordering Party will prepare the Standard Order/Receipt Form in six copies, retaining two copies for internal control and forwarding four copies to the supplying Party. The Parties will develop their own internal procedures for use of the Standard Order/Receipt Form. Instructions for completing the Standard Order/Receipt Form are at Appendix K of this IA.
- 6. The ordering party is responsible for:
- a. Arranging pickup and onward transportation of supplies acquired under this implementing arrangement. This does not preclude the supplying Party from assisting with loading supplies acquired under this implementing arrangement onto the transportation conveyance. The supplying party will notify the ordering party when and where supplies are available to be picked up.
- b. Obtaining the applicable custom clearance and arranging other official actions needed in relation to national custom regulations.
- 7. The individual picking up the supplies or receiving the services on behalf of the ordering Party will sign the Standard Order/Receipt Form in Block 20 as evidence of receipt. If the Standard Order/Receipt Form is not available at the supplying party's point of issue, the individual collecting the supplies will sign issue, shipment, or receipt documents provided by the supplying Party's issue point as a substitute. However, both the supplying Party's issue point and the individual picking up supplies must ensure the Implementing Arrangement Number EC-SP-01 appears on the face of any receipt documents evidencing transfer of supplies. The supplying Party's issue point will forward the signed receipt documents to the authority authorized to accept orders under this implementing arrangement in order that the signed receipt documents may be attached to the Standard Order/Receipt Form received from the ordering Party.

ARTICLE III

FINANCIAL RESPONSIBILITIES



- 1. The Parties agree to price material and services provided to the other Party using reciprocal pricing, which is the price charged their own forces organizations. The price established for inventory stock material will be the supplying party's stock list price. The price for new procurement will be the same price paid to the contractor or vendor by the supplying party. The price for in-shop repair or technical assistance services rendered will be based on only the direct costs associated with providing the services, for example, supply stocklist prices and actual labor charges. The price for services rendered by military personnel or fulltime government employees of the Parties in temporary duty (TDY) status will be based on incremental costs such as per diem, transportation, and other incremental costs as may be agreed to between the Parties. Prices charged, concerning taxes and duties will take into account what is stated in Art. VI (WAIVED OR EXCLUDED COSTS) of the ACSA.
- 2. The basis for reimbursement shall be determined by the supplying activity's computation of all relevant costs in accordance with the terms of this implementing arrangement as well as relevant national laws, regulations and procedures and as agreed to by previous consultations between the parties. Payment will be made in the currency of the supplying Party.
- 3. The receiving Party will verify and approve all costs set forth in this implementing arrangement.
- 4. The supplying Party will submit invoices to the receiving Party after delivery or performance of the logistics support, supplies, or services. Both Parties will pay outstanding balances not less frequently than quarterly.
- 5. The competent authority of the supplying Party will forward a completed Standard Order/Receipt Form (Appendix K), with supporting receipt documents, if applicable, to the ordering Party's designated finance agency no later than three months from the date the material or services were provided to the ordering Party under the PIC method. All billing will be in the currency of the supplying country and will reference the Implementing Arrangement Number EC-SP-01. Bills will be paid within 60 days of receipt of the invoice. Instructions for completing the Standard Order/Receipt Form are at Appendix K of this IA.
- 6. The funding by either Party of its undertakings provided for in this implementing arrangement shall be subject to the availability of appropriated funds authorized for this purpose. If nonavailability of funds prevents either Party from performing its obligations, the other Party reserves the right to discontinue its provision of any support that, under the terms of this implementing arrangement, was to be paid with such funds.



7. Points of Contact (POCs) for financial responsibilities of each supplying agency are in their respective appendices.

ARTICLE IV

SETTLEMENT OF DISPUTES

1. Both parties agree to make a good faith effort to resolve disagreements with respect to the interpretation or application of this implementing arrangement. Disputes that cannot be resolved at lower levels will be referred to Headquarters United States European Command and the Spanish Joint Staff (EMACON) for resolution. If necessary, the Parties can resort to the Spanish - United States Permanent Committee, as set forth under Article VII of the 1989 Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America.

ARTICLE V

MODIFICATION OF IMPLEMENTING ARRANGEMENT

1. This implementing arrangement may be amended at any time in writing by the mutual consent of the Parties. Amendments must be in writing and will include full title and date of conclusion of this implementing arrangement. Notification of changes to POC appendices do not constitute modification of this implementing arrangement; however, written notice of changes of this nature is required and must originate from the POC or higher authority.

ARTICLE VI

INCEPTION, DURATION, AND TERMINATION

- 1. This implementing arrangement will come into force on the date of the last signature.
- 2. This implementing arrangement may be terminated immediately if both parties consent in writing to immediate termination or by either Party upon giving 180 days written notice of its intention to do so to the other Party.
- 3. This implementing arrangement consists of a preamble, six Articles: I-VI, and the following Appendices:
- * Appendix A: EMACON POC
- * Appendix B: SP ARMY POCs
- * Appendix C: SP NAVY POCs
- * Appendix D: SP AIR FORCES POCs



- * Appendix E: USEUCOM POCs
- * Appendix F: USAFE POCs
- * Appendix G: USAREUR POCs
- * Appendix H: USNAVEUR POCs
- * Appendix I: MARFOREUR POCs
- * Appendix J: SOCEUR POCs
- * Appendix K: Standard Order/Receipt Form (STANAG 3381, Annex B) and Instructions for Completion.

APPENDIX A

EMACON POINT OF CONTACT ORDERING AND FINANCIAL RESPONSIBILITIES

The EMACON agency responsible for approving, placing, and accepting orders is:

- a. Unit: DIVISION DE ESTRATEGIA Y COOPERACION MILITAR
- b. Commercial Telephone: Com'l (34) (91) 561-2800 x 2341
- c. Commercial Fax: Com'l (34) (91) 561-6322
- d. Message Address: CHOD SP
- e. Mailing Address: EMAD; C/VITRUVIO, 1 28071 - MADRID

The EMACON agency responsible for collecting and making payments for support, supplies, and services is:

- a. Unit: DIVISION DE ESTRATEGIA Y COOPERACION MILITAR
- b. Commercial Telephone: Com'l (34) (91) 561-2800 x 2341
- c. Commercial Fax: Com'l (34) (91) 561-6322
- d. Message Address: CHOD SP
- e. Mailing Address: EMAD; C/VITRUVIO, 1

28071 - MADRID

APPENDIX B



SP ARMY (EME) POINTS OF CONTACT ORDERING AND FINANCIAL RESPONSIBILITIES

The EME agency responsible for approving, placing, and accepting orders is: a. Unit: EME (DIVLOG)

u. Cint. EIVIE (BIVEOU)

b. Telephone: Com'l (34) (91) 521-7837

c. Fax: Com'l (34) (91) 522-5089

d. Message Address: JEDIVLOG

e. Mailing Address: CUARTEL GENERAL DEL EJERCITO

C/PRIM, 6

28004 - MADRID

The MALE agency responsible for collecting and making payments for support, supplies, and services is:

a. Unit: MANDO DE APOYO LOGISTICO DEL EJERCITO

b. Telephone: Com'l (34) (91) 522-5328

c. Fax: Com'l (34) (91) 522-6286

d. Message Address: GEMALE

e. Mailing Address: CUARTEL GENERAL DEL EJERCITO

C/PRIM, 6

28004 - MADRID

APPENDIX C

SP NAVY (ARMADA) POINTS OF CONTACT ORDERING AND FINANCIAL RESPONSIBILITIES

The ARMADA agency responsible for approving, placing and accepting orders is: a. Unit: JEFATURA DEL APOYO LOGISTICO



b. Telephone: Com'l (34) (91) 379-5500

c. Fax: Com'l (34) (91) 379-5589

d. Message Address: AJAL

e. Mailing Address: JEFATURA DEL APOYO LOGISTICO AVENIDA DE PIO XII, NUMERO 83

28036 - MADRID

The ARMADA agency responsible for collecting and making payments for support, supplies, and services is:

a. Unit: DIRECCION DE ASUNTOS ECONOMICOS

b. Telephone: Com'l (34) (91) 379-5092

c. Fax: Com'l (34) (91) 379-5082

d. Message Address: GEDIECAR

e. Mailing Address: DIRECCION DE ASUNTOS ECONOMICOS CUARTEL GENERAL DE LA ARMADA C/ Montalban, 2 28014 - MADRID

APPENDIX D

SP AIR FORCE (EMA) POINTS OF CONTACT ORDERING AND FINANCIAL RESPONSIBILITIES

The EMA agency responsible for approving, placing and accepting orders is:

a. Unit: EMA/DOP

b. Telephone: Com'l (34) (91) 549-7000 x 2491

c. Fax: Com'l (34) (91) 544-7509

d. Message Address: SEJEMA

e. Mailing Address: CUARTEL GENERAL DEL AIRE



EMA/DOP C/ ROMERO ROBLEDO, 8 28071 - MADRID

The EMA agency responsible for collecting and making payments for support, supplies, and services is:

a. Unit: EMA/DLO/SECON

b. Telephone: Com'l (34) (91) 549-7000 x 2597

c. Fax: Com'l (34) (91) 543-5856

d. Message Address: SEJEMA

e. Mailing Address: CUARTEL GENERAL DEL AIRE EMA/DLO/SECON C/ ROMERO ROBLEDO, 8 28071 - MADRID

APPENDIX E

HQ U.S. EUROPEAN COMMAND (USEUCOM) POINTS OF CONTACT

The USEUCOM POC for coordinated placement and acceptance of orders under this implementing arrangement is the ECJ4 Joint Logistics Operations Center: a. Unit HQ USEUCOM-ECJ4

b. Telephone: Com'l 49-711-680-7499 or 4580 DSN 430-7499 or 4580

c. Fax: Com'l 49-711-680-5090

DSN 430-5090

CLASSIFIED Fax: Com'l 49-711-680-7402

DSN 430-7402

d. E-Mail: koerner@eucom.mil (unclassified only)

e. Message Address: USCINCEUR VAIHINGEN GE//ECJ4-JLOC//

f. Mailing Address:



(Military) (Commercial)
HQ USEUCOM HQ USEUCOM/LO
ECJ4-JLOC Dir. of Log & SA
Unit 30400, Box 1000 Attn: JLOC
APO AE 09128 Geb. 2403
Patch Barracks
70569 Stuttgart, GE

The EUCOM agency responsible for payments and collections in support of this implementing arrangement is the Comptroller:

a. Unit: HQ USEUCOM-ECCM

b. Telephone: Com'l 49-711-680-5119 or 7105

DSN 480-5119 or 7105

c. Fax: Com'l 49-711-680-5370

DSN 430-5370

d. Message Address: USCINCEUR VAIHINGEN GE//ECCM//

e. Mailing Address: HQ USEUCOM-ECCM Unit 30400, Box 1000 APO AE 09128

APPENDIX F

HQ U.S. AIR FORCES EUROPE (HQ USAFE) POINTS OF CONTACT ORDERING AND FINANCIAL RESPONSIBILITIES

The HQ USAFE agency responsible for approving, placing, and accepting orders under this implementing arrangement is Headquarters USAFE Logistics Plans and Programs, International Logistics Branch.

a. Unit: HQ USAFE/LGXI

b. Telephone: Com'l 49-6371-47-6788 or 9255
DSN 480-6788 or 9255
After duty hours, holidays and weekends:
Com'l 49-6371-47-7300



DSN 480-7300

c. Fax: Com'l 49-6371-47-6937 or 9768

DSN 480-6937 or 9768

- d. Message Address: HQ USAFE RAMSTEIN AB GE//LGXI//
- e. Mailing Address:

(Military) (Commercial) HQ USAFE/LGXI HQ USAFE/LGXI Unit 3050, Box 105 Gebaude 526 Zimmer 103c APO AE 0909-0105 66877 Ramstein Flugplatz Deutschland

The HQ USAFE agency responsible for payments and collections for this implementing arrangement is the 26th Regional Accounting and Finance Squadron, Financial Services: a. Unit: 26 AFS/RAFF

- b. Telephone: Com'l 49-6371-47-6164/7728 DSN 480-6164/7728
- c. Fax: Com'l 49-6371-47-47678
- d. Message Address: 26 AFS Ramstein AB GE//RAFF//
- e. Mailing Address:

(Military) (Commercial) 26 AFS/RAFF 26 AFS/RAFF Unit 1015, Box 580 Gebaude 2010 APO AE 09094-0508 66877 Ramstein Flugplatz Deutschland

APPENDIX G

HQ U.S. ARMY EUROPE (USAREUR) POINTS OF CONTACT

ORDERING AND FINANCIAL RESPONSIBILITIES



The HQ USAREUR agencies responsible for approving, placing, and accepting orders under this implementing arrangement are:

a. For logistics support, supplies, and services in connection with training:

1. Unit/Address: Commander 7th Army Training

Command

ATTN: AEAGC-TD Grafenwoehr Lager 92655 Grafenwoehr, Germany

2. Telephone: Com'l 49-9641-83-6365

DSN 475-6365

3. Fax: Com'l 49-9641-83-6686

DSN 475-6686

4. E-mail: stephan@hq.7atc.army.mil

5. Message Address: CDR7ATC GRAFENWOEHR GE//AEAGC-TD//

b. Paying Office for 7th Army Training Command:

1. Unit/Address: Kaiserslautern Regional Finance Group

Accounting Office

ATTN: AERFG-AM, Accounts Payable

Kleber Kaserne Gegeaude 3211

67657 Kaiserslautern, Germany

2. Telephone: Com'l 49-6311-411-8306

DSN 484-8306

3. Fax: Com'l 49-6311-411-8059

DSN 484-8059

c. For placing, executing, and accepting orders over \$ 25,000:

1. Unit/Address: Commander, Wiesbaden Regional Contracting Center

ATTN: AEUCC-C-ASA, Konrad

Adenauer Ring 19

65187 Wiesbaden, Germany



2. Telephone: Com'l 49-611-816-2189

or 2185

DSN 336-2189 or 2185

3. Fax: Com'l 49-611-816-2179

or 2198

DSN 336-2179 or 2198

4. E-mail: faram@rcc.wbn.usacce.army.mil

5. Message Address: WRCC WIESBADEN GE//AEUCC-C-ASA//

d. For redelagation to USAREUR subordinate commands for accepting, executing, and placing orders for all other logistics support, supplies, and services:

1. Unit/Address: HQ USAREUR/7A

ATTN: AEAGF-IA Postfach 10 28 43 69018 Heidelberg, Germany

2. Telephone: Com'l 49-6221-57-8233

DSN 370-8233

3. Fax: Com'l 49-6221-57-4002

DSN 370-4002

4. E-mail: bkelley@hq.hqua/sareur.army.mil

5. Message Address: CINCUSAREUR HEIDELBERG GE//AEAGF-IA//

e. Paying Office for c and d above:

1. Unit/Address: Commander, 266th Theater Finance Command

ATTN: AEUFC-FCT (Misc. Account Branch)

Postfach 5703

69047 Heidelberg, Germany

2. Telephone: Com'l 49-6221-57-8066 or

8058

DSN 370-8066 or 8058

3. Fax: Com'l 49-6221-57-300282



- 4. Message Address: CDR 266th FC HEIDELBERG GE//AEUFC-FCT//
- f. For request for logistics support, supplies, and services during non-duty hours:
- 1. Unit: USAREUR Crisis Action Team
- 2. Telephone: Com'l 49-6221-57-8906 DSN 370-8906
- g. The following HQ USAREUR/7A Commands are authorized to approve, accept, and place orders under this Implementing Arrangement:
- 1. a. Unit / Address: Commander, V Corps

ATTN: AETV-GF Roemerstr. 168 69126 Heidelberg, Germany

b. Telephone: Com'l 49-6221-57-5545 or 5544

DSN 370-5545 or 5544

c. Fax: Com'l 49-6221-57-5596

DSN 370-5596

- d. E-mail: rmaudl@hq.c5.army.mil
- e. Message Address: CDR V CORPS HEIDELBERG GE//AETV-GF//
- 2. a. Unit / Address: Commander, 21st Theater Army Area Command

ATTN: AERRM-B Panzer Kaserne Mannheimer Str.

67657 Kaiserslautern, Germany

b. Telephone: Com'l 49-631-411-7007

DSN 484-7007

- c. E-Mail: schmidttw@hq.21taacom.army.mil
- d. Message Address: CDR21STTAACOM KAISERLAUREN GE//AERRM-B//
- 3. a. Unit / Address: Commander, Southern European Task Force



ATTN: AESE-GLH Unit 31401 Caserma Erdele, Box 1 36100 Vicenza, Italy

b. Telephone: Com'l 39-444-51-8426 or 7704

DSN 634-8426 or 7704

c. Fax: Com'l 39-444-51-7742

DSN 634-7742

d. E-Mail: ferrarad@email.vicenza.army.mil

e. Message Address: CDR 22 ASG VICENZA IT//AESE-GLH//

APPENDIX H

U.S. NAVY EUROPE (USNAVEUR) POINTS OF CONTACT

ORDERING AND FINANCIAL RESPONSIBILITIES

The USNAVEUR agency responsible for approving, placing and accepting orders is: a. Unit: CINCUSNAVEUR (N42)

b. Telephone: Com'l 44-171-514-4351 or 4066 or 4439 DSN 235-4351 or 4066 or 4439

After duty hours, holidays, and weekends contact Commander in Chief, U.S. Naval Forces Europe, Command Duty Officer (CDO):

Com'l 44-171-514-4080

DSN 235-4080

E-Mail: (Unclassified) cnecdo@cne.navy.mil

(Classified) cnecdo@cne-smtp.naveur.navy.smil.mil

c. Fax: Com'l 44-171-514-4562

DSN 235-4562

d. E-Mail: SIPRNET (Classified) cnen42@cne-smtp.naveur.navy.smil.mil cnen421@cne-smtp.naveur.navy.smil.mil NIPRNET (Unclassified) cnen42@cne.navy.mil



cnen421@cne.navy.mil

- e. Message Address: CINCUSNAVEUR LONDON UK//N42/N4/015//
- f. Mailing Address:

(Military) (Commercial) CINCUSNAVEUR (N42) CINCUSNAVEUR(N42) PSC 802, Box 8 7 North Audley Street FPO AE London, UK, W1 Y 2AL 09499-0008

The USNAVEUR agency responsible for collecting and making payments for support, supplies, and services is:

- a. Unit: CINCUSNAVEUR Comptroller (015)
- b. Telephone: Com'l 44-171-514-4316 or 4420 DSN 235-4316 or 4420
- c. Fax: Com'l 44-171-514-4209 DSN 235-4209
- d. E-Mail: SIPRNET (Classified) cne015@cne-smtp.naveur.navy.smil.mil NIPRNET (Unclassified) cne015@cne.navy.mil
- e. Message Address: CINCUSNAVEUR//015/N42//
- f. Mailing Address:

(Military) (Commercial) CINCUSNAVEUR (015) CINCUSNAVEUR (015) PSC 802, Box 63 7 North Audley Street FPO AE 09499-0063 London, UK, W1Y2AL

ORDERING AND FINANCIAL RESPONSIBILITIES

APPENDIX I

HQ MARINE FORCES EUROPE (MARFOREUR) POINTS OF CONTACT



The HQ MARFOREUR agency responsible for approving, placing and accepting orders under this implementing arrangement is:

a. Unit: HQ MARFOREUR/G4

b. Telephone: Com'l 49-7031-15-422

DSN 431-5422

c. Fax: Com'l 49-7031-15-519

DSN 431-5519

d. Message Address: HQ MARFOREUR BOEBLINGEN GE//G4//

e. Mailing Address: Commanding Officer Headquarters Marine Forces Europe Panzer Kaserne APO AE 09046

The HQ MARFOREUR agency responsible for payments and collections in support of this implementing arrangement is: a. Unit: HQ MARFOREUR/G4

b. Telephone: Com'l 49-7031-15-422

DSN 431-5422

After duty hours, holidays and weekends:

Command Duty Officer: Com'l 49-171-337-1007 Command Duty NCO: Com'l 49-171-337-1007

c. Fax: Com'l 49-7031-15-519

DSN 431-5519

d. Message Address: HQ MARFOREUR BOEBLINGEN GE//G4//

e. Mailing Address: Commanding Officer Headquarters Marine Forces Europe Panzer Kaserne APO AE 09046

APPENDIX J



HEADQUARTERS SPECIAL OPERATIONS COMMAND EUROPE (SOCEUR) POINTS OF CONTACT

ORDERING AND FINANCIAL RESPONSIBILITIES

The HQ SOCEUR agency responsible for approving, placing and accepting orders under this implementing arrangement is:

a. Unit: SOCEUR/J4

b. Telephone: Com'l 49-711-680-5250 DSN 430-5250

c. Fax: Com'l 49-711-680-577 DSN 430-0577

d. Message Address: COMSOCEUR VAIHINGEN GE//J4//

e. Mailing Address: HQ USEUCOM SOCEUR/SOJ4 Unit 30400, Box 1000 APO AE 09128

The SOCEUR agency responsible for payments and collections in support of this implementing arrangement is:

a. Unit: SOCEUR/J1

b. Telephone: Com'l 49-711-680-5213 DSN 430-5213

c. Fax: Com'l 49-711-680-5771 DSN 430-5771

d. Message Address: COMSOCEUR VAIHINGEN GE//SOJ1//

e. Mailing Address: HQ USEUCOM SOCEUR/SOJ1 Unit 30400, Box 1000 APO AE 09128



APPENDIX K

STANDARD ORDER/RECEIPT FORM (STANAG 3381, Annex B) and INSTRUCTIONS FOR COMPLETION

BLOCK A:

- 1. REQUEST NUMBER: Enter the sequential number of the request (001, 002, 003, etc.).
- 2. SUPPORT AGREEMENT: Enter this IA number (EC-SP-01).
- 3. MEANS OF TRANSPORT: Insert the type of aircraft/vehicle/ship, registration/hull, and home station port.
- 4. FROM: Enter the requesting party.
- 5. NATION: Enter the nation of the requesting party.
- 6. TO: Enter the supplying party.
- 7. NATION: Identify the nation of the supplying party.
- 8. TIME AND PLACE OF DELIVERY REQUESTED: Self explanatory
- 9. RECEIVING PARTY: Enter unit actually receiving support
- 10. NAME/RANK/SIGNATURE: Authorizing official for the requesting party.
- 11. NUMBER: Sequential number of each item requested.
- 12. NATO STOCK NUMBER: Enter, if applicable.
- 13. DESCRIPTION: Enter description of each item requested. A more specific description may be attached.
- 14. MEASURE UNIT: Enter, if applicable
- 15. QUANTITY REQUESTED: Self explanatory
- 16. OTHER COSTS: Enter additional costs (for example: customs, packing fees, transportation).



- 17. COMPENSATION METHOD: Mark the appropriate block "Cash" or "Replacement-in-kind" OR write in "equal-value-exchange." DO NOT check "Deferred reimbursement."
- 18. AUTHORIZING OFFICIAL FOR SUPPLYING PARTY: Self-explanatory
- 19. AGREED DATE OF RETURN: Self-explanatory

BLOCK B:

- 20. RECEIPT ACCEPTED: Official for the receiving party
- 21. TRANSPORT: If transportation is with charge, enter the costs in 16.
- 22-26: Must be filled in by the invoicing authority (25 and 26 reserved for US use only).
- 27-31: Self-explanatory
- 32. CURRENCY USED: Enter currency of the supporting party.
- 33-35: Must be filled in by the invoicing authority.

STANAG 3381, Annex B

NATO UNCLASSIFIED

NATO-Standardvordruck fur Anforderung, Empfangsbestatigung, Ruckgabe/Erstattung bzw. Inrechnungatellung/

NATO-Standard Form for Request, Receipt and Return or Involce/ Formulaire standard OTAN de demande, de restitution ou de facturation

Verteller (Distribution/Diffusion

- 1. Recnnungsbeleg / Involce / Facture
- 2. Abgebande State / Supplying party / Fournlsseur
- 3. Empfangende Stelle / Receiving party / Destinataine
- X 4. Ruckgabebeleg / Return document/Bordereau de restitution
- 5. Erstaffungsbeteg / Reimbursement document / Bordereau de Rembourse



Anhang B zu STANAG Nr. 3381 (1. Ausgal

Annex B to STANAG 33 81 (Edition 1) /

Annexe B au STANAG 3381 (Edition 1)
A [] Anforderung / Request / Demande [] C Rechnung / Invoice / Ruckgabe/Erstattung / Return / Restitution Facture

1 Anforderung 4 Von 5 Staat / 22 Abrechnende Nr / Request (Anfordemde Nation Stelle / No / No de la Stelle) / Involcing Demande From authority / (Requesting Service de party) / De facturetion (demandeur)

6 An 7 Staat / (Versorgande Nation Stelle) / To (Supperting party) / A (Foumisseur)

2 23 24

UnterstOtzungs RechnungsNr. Dispostions verefnberung / Datum/Invoice echiuseel Support No. Date / No Nu agreement / de la facture, Accord de Date reglement 8 Zelt und Orl der Transacti angeforderten on Code (US Lieforung / Time and use place of delivery requested / Ueu et date de Ivralson demandes

3 Transportart 9 25 26 KontoNr (Luftlshrzeug Empfangende Transportbeleg (Nur US) / /Fahrzeun/ Stelle / Nr / Account No



Schiff) / Receiving Transportation (US use Means of party / document Nd No only transport Destinstaire de bordereau (Aircraft/ of envol vehicle/ ship) / Moyen de transport (Aoronet/vehlc ute/novire) 10 Name, Datum / Date Diensignad, Underschillt / Name. Rank, Signature / Nom, Grade, Signature

Nr NATO-Versorgungsnu Bezelchnung / Bezugseinhelt / Angeforderte / mmer / Description Menge /
No NATO Stock No / Messure unit / Quantify / requested/
No No de nomenclature Unite de mesure Quantite demandee

11 12 13 14 15

Gelleforte Menge / Elnzelprels / Gesamiprels / Aniagen / Quantity delivered / Unit price / Total Attachments and vouchers / Quantite Foumle Prix unltalre Pieces Justificatives

27 28 29 30

16 Sonstige Kosten / Other costs / Autres frais

17 Art der Abgeltung / Method of compensation / Mode de compensation [] Barzahlung / [] Nachtragl, [] Naturallelstung / Kosienerstattung / Cash / Deferred reimbursement / Replacement in kind /



Palament Palament differe Remboursement an nature

complant 18 Genehmigung der versorgenden Stelle / Authorization by official of supporting party / Autortsation du responsable official (Name, Diensignad, Underschillt/Name, Rank, Signature/Nom, Grade, Signature) 19 Vereinbarter ROckgabetermin / Agreed date of return / Date de restitution B Empfangsbestatigung / Acknowledgement of receipt / Accuse de reception 20 Ordnungsgomab erhalten / Receipt accepted / Recu en bonne et due forme (Ort, Datum / Place and date / Lieu et date) (Name, Diensignad, Underschillt/Name, Rank, Signature/Nom, Grade, Signature) 21 Transport / Transportation / [] Transport frachttral / [] plus Fracht / free of change / with charge / Grafult A Thre Oneraun 31 Rechnungssumme / Total amount claimed / Total de la facture 32 Wahrung / Currency / Monr 33 Zahlber an / Payable to / Payable a ____ KonloNr / Account No / No de compte ____ For / For / En reglement de ____ 34 Ich Bestatige, dab dar geforderte Rechnungsbetrag keine Steuem enthalt, for dle aufgrund be hender Vereinbarungen Befrelung gewahrt wurde, und dab dle Rechnung richtig 1st. / I certify that the amount invoiced is exclusive of all taxes for which

exemption has been graft under provision of existing agreements and that the involce is correct./ Je certifle que la somme reciamee est correcte et que toute taxe sujette a une exemption ac dee conformement aux termes des accords en vigueur ent est exclue.

35 (Name, Diensigrad, Unterschrill / Name, Rank, Signature/ Nom, Grade, Signature)

ANNEX B



MINIMUM ESSENTIAL DATA ELEMENTS

- (1) Implementing Arrangements or support Agreement if no Implementing Arrangement
- (2) Date of Order
- (3) Designation and address of office to billed
- (4) Numerical listing of stock numbers of items, if any
- (5) Quantity and description of material/services requested
- (6) Quantity furnished
- (7) Unit of Measurement
- (8) Unit price in currency of billing country
- (9) Quantity furnished (6) multiplied by unit price (8)
- (10) Currency of billing country
- (11) Total Order amount expressed in currency of billing country
- (12) Name (typed or printed), signature, and title of authorized ordering or requisitioning representative
- (13) Payee to be designated on remittance
- (14) Designation and address of office to receive remittance
- (15) Recipient's signature acknowledging service or supplies received on the order or requisition or a separate supplementary document
- (16) Document number of order or requisition
- (17) Receiving organization
- (18) Issuing organization
- (19) Transaction type



- (20) Fund citation or certification of availability of funds when applicable under Parties' procedures
- (21) Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer
- (22) Name, signature and title of authorized acceptance official
- (23) Additional special requirements, if any, such as transportation, packaging, etc
- (24) Limitation of government liability
- (25) Name, signature, date and title of supplying Party official who actually issues supplies or services.